

# CITY OF CHARLES STURT ENTERPRISE BARGAINING (OPERATIONS) AGREEMENT NO. 7 (2014)

File No. 06979/2014B

**This Agreement shall come into force on and from 8 April 2014 and have a life extending until 8 February 2017.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



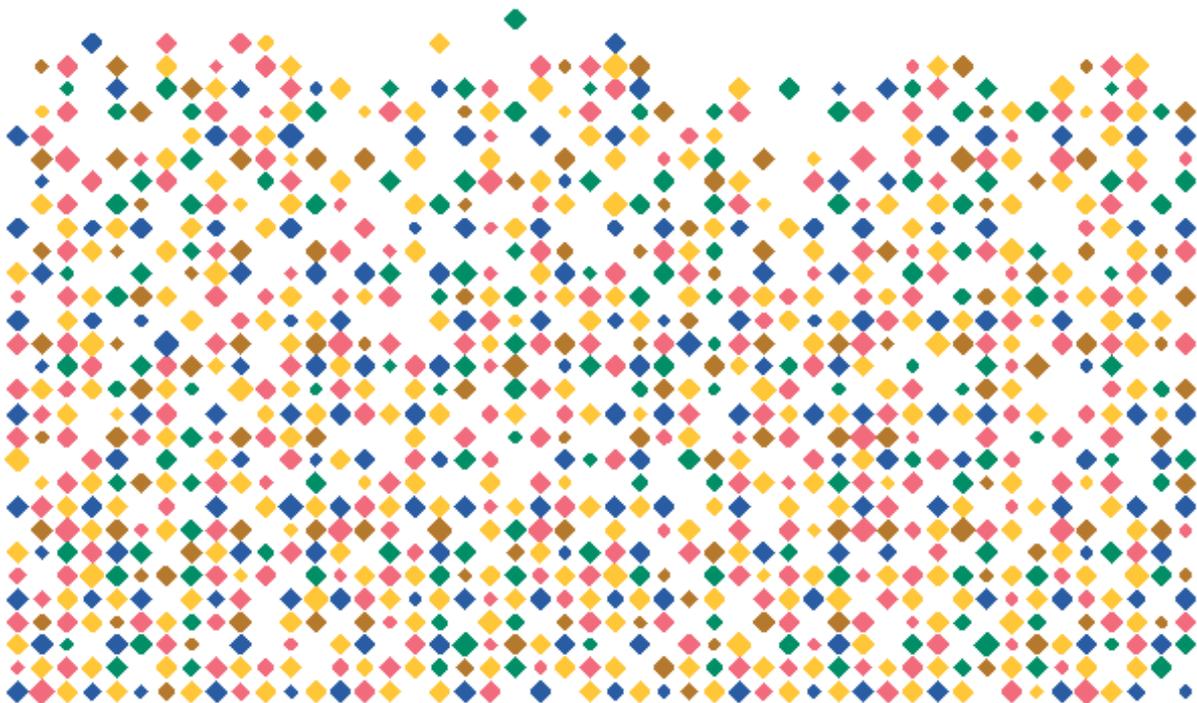
DATED 31 OCTOBER 2014

A handwritten signature in black ink, appearing to read "Lara Bantel".

COMMISSION MEMBER



# Enterprise Bargaining (Operations) Agreement No. 7 (2014)



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**1. TITLE**

This Agreement will be referred to as The City of Charles Sturt Enterprise Bargaining (Operations) Agreement No.7 (2014).

**2. APPLICATION**

This Agreement applies to The City of Charles Sturt (the employer); the Australian Workers Union (Greater South Australian Branch) in respect of its members employed at The City of Charles Sturt; and all employees of The City of Charles Sturt who are employed pursuant to the Local Government Employees Award.

**3. COMMENCEMENT AND DURATION**

This Agreement commences from 8 April 2014 and will remain in force for a period of 2 years and 10 months until 8 February 2017.

**4. RENEGOTIATION OF AGREEMENT**

During the final six months of the period of this Agreement, negotiations will commence on the next Enterprise Agreement.

**5. RELATIONSHIP TO AWARD AND OTHER ENTERPRISE AGREEMENTS**

5.1 This Agreement is to be read in conjunction with the Local Government Employees Award ("the Award"), provided that where there is any inconsistency this Agreement will take precedence.

5.2 This Agreement supersedes the City of Charles Sturt (Enterprise Bargaining) Agreement 1 (1998), the City of Charles Sturt (Enterprise Bargaining) Agreement 2 (2000), the City of Charles Sturt Enterprise Bargaining (Operations) Agreement No. 3 (2003), the City of Charles Sturt Enterprise Bargaining (Operations) Agreement No. 4 (2006), the City of Charles Sturt Enterprise Bargaining (Operations) Variation Agreement No. 5 (2009) and the City of Charles Sturt Enterprise Bargaining (Operations) Agreement No 6 (2012).

**6. RELATIONSHIP TO CITY OF CHARLES STURT POLICIES**

This Agreement is read in conjunction with the City of Charles Sturt policies and procedures as they exist from time to time. Where there is any inconsistency between this Agreement and policy, this Agreement will prevail.

## **7. NATURE OF AGREEMENT AND NO EXTRA CLAIMS**

- 7.1 During the period of operation of this Agreement there will be no further wage claims sought, or granted, except for those provided under the terms of this Agreement.
- 7.2 This Agreement does not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **8. AIMS**

- 8.1 This Agreement aims to facilitate best practice services to the community and to increase benefits to our stakeholders (the community of The City of Charles Sturt).
- 8.2 Acting in accordance with the Local Government Act 1999 and council policies, Council will continue to remove impediments to our committed, skilled and responsive employees to enable them to provide services on a cost effective basis. Where there is any inconsistency between council policy and this Agreement, this Agreement will prevail.
- 8.3 By maintaining and enhancing a spirit of partnership between management, employees and the union through the Consultative Committee, we will encourage and facilitate:
- 8.3.1 A model workplace in which employees are able to achieve their full potential and benefit from the success of their efforts;
- 8.3.2 The acceptance and integration of our Organisational Values:
- Achievement
  - Innovation
  - Encouragement
  - Enjoyment
- 8.3.3 The maintenance of principles of fairness and equity;
- 8.3.4 Sustainable employment for employees;
- 8.3.5 A culture of continuous improvement;
- 8.3.6 The provision of a quality service that is delivered on time and within budget to our customers and the community; and
- 8.3.7 A safe work environment and work practices.

## **9. EMPLOYEE RELATIONS PROCESS**

- 9.1 To achieve our goals we recognise the need to work together.
- 9.2 Employees will be involved in the process of change where that change is likely to have an impact on the workplace and their jobs. This will be achieved through the Consultative Committee.
- 9.3 The Consultative Committee will consist of an agreed number of employer and employee representatives and the AWU.
- 9.4 The role of the Consultative Committee is:
  - 9.4.1 To facilitate the flow of information between The City of Charles Sturt and its employees.
  - 9.4.2 To facilitate the process of consultation on proposed change and workplace issues.
  - 9.4.3 To review and monitor the operation and implementation of this Agreement.
  - 9.4.4 To review work practices to ensure outcomes are in accordance with corporate business plans.
- 9.5 After consulting with employees and taking into account their views, management will determine the most appropriate course of action and advise the employees effected.

## **10. EMPLOYMENT SECURITY**

- 10.1 The City of Charles Sturt is committed to the maintenance of a permanent workforce.
- 10.2 No forced redundancy will apply for the life of this Agreement.
- 10.3 No forced redundancy means that management will not select employees for redundancy.
- 10.4 The priority will be on the processes outlined in this Agreement.
- 10.5 This means seeking voluntary separations or alternative employment in preference to an involuntary separation.

**11. PERFORMANCE MANAGEMENT**

- 11.1 The parties are committed to the creation of a positive work environment and systems that recognise and value high-level performance and address poor performance.
- 11.2 The monitoring and review of employee performance is a shared responsibility between employee, team leader and manager.
- 11.3 A performance review of all employees will be undertaken at least on an annual basis using the Personal Development Agreement (PDA) process. The process has two aims:
  - 11.3.1 To provide employees with feedback about their performance and measures to address performance-related issues.
  - 11.3.2 To agree development needs for employees.

**12. TRAINING**

- 12.1 We are committed to the training and development of employees.
- 12.2 Employees will be consulted in the design of training programs.
- 12.3 Appropriate national competency standards will be considered in the development of training and skill programs.
- 12.4 Training needs will be identified and communicated to individual employees annually.
- 12.5 Training will be organised and approved in accordance with Policy.
- 12.6 In-house programs designed for work teams may be conducted by the City of Charles Sturt during times outside of ordinary hours subject to individual consent. By agreement time spent at such training will be paid at ordinary time.
- 12.7 The City of Charles Sturt will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.

**13. EMPLOYEE DEVELOPMENT**

- 13.1 Employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level. This is to develop skills for now and the future.
- 13.2 Employees may:
  - 13.2.1 Perform other duties when other employees are absent.
  - 13.2.2 Participate in project work.

- 13.3 This will be achieved by inviting employees to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by the City of Charles Sturt, based on the employee's availability and capacity to carry out the task(s).
- 13.4 Registrations of interest will be sought by the scope of work being posted on the notice board and inviting employees with matching skills to apply.

## **14 FIXED TERM CONTRACTS**

### **14.1 Application**

14.1.1 An applicant for a position may be offered a fixed term contract when the position is:

- for a project of finite duration or to carry out a set of tasks of finite duration or,
- to replace a person on extended leave or to temporarily fill a position vacated by a permanent employee or,
- externally funded or,
- following consultation with the Consultative Committee, to pilot or trial a revised organisational structure.

14.1.2 Fixed term contracts will not apply to existing permanent positions that are expected to continue to be of an indefinite duration.

### **14.2 Conditions of Engagement**

14.2.1 A fixed term contract will contain the following provisions:

- The term of the contract will be for no longer than 3 years.
- The incumbent may terminate the contract by giving the Council a minimum of 4 weeks' notice.
- Council must give the incumbent a minimum of 4 weeks' notice of its intention to renew or not to renew the contract.

14.2.2 Where there is external funding for a position, the duration of the fixed term contract will match the duration of the external funding. An exception to this will occur where there is project work within the funding period that does not require work for the entire period of funding.

14.2.3 The contract may be extended for additional periods however the total duration of the contract, including extensions, will not exceed 36 months. Thereafter the conditions of 14.3 below will apply.

### **14.3 Entitlement to Continued Employment**

14.3.1 Where Council decides that a position is required beyond the initial term of the contract, the incumbent has the right to renew the contract. Where additional funding from an external body is provided, and if the position is extended, the incumbent has the right to renew the contract. This right is subject to the

employee's satisfactory performance in the position during the initial contract period.

14.3.2 Where the position is internally funded, the position will be made permanent if the position continues beyond a 36 month period.

14.3.3 Where Council decides to make the position permanent, the position may be advertised to ensure the best field of applicants are attracted. Where the incumbent has been in the position for 36 months, they will have the first option to secure the position, subject to satisfactory performance in the position.

14.3.4 A permanent employee may be engaged on a fixed term contract. In this case the permanent employee can return to their substantive position when the fixed term contract ends. In such cases, the secondment of a permanent employee will be reviewed by the Consultative Committee on an annual basis.

#### 14.4 **Criteria and Review**

14.4.1 Council will complete a personnel requisition document indicating that the criteria for the fixed term contract have been satisfied. A copy of the document will be made available to AWU representatives on request.

14.4.2 The Consultative Committee will be given an updated list every three months of all employees engaged on fixed term contracts.

14.4.3 Subject to consultation and agreement with the Consultative Committee, Council may disregard the criteria for fixed term contracts where there are extenuating circumstances.

### 15. **PROBATIONARY PERIOD**

The practice of employing full-time employees from agency staff who have had at least twelve (12) calendar months with the employer, provides the employer adequate opportunity for assessment. No probationary period will apply to these employees when appointed to a full-time position, provided the position is at the same classification level and the nature of the work is the same.

### 16. **PART-TIME WORK**

#### 16.1 **General**

16.1.1 All employees are eligible to apply to work on a part-time basis. No full time employee will be forced to work part-time. It is not intended that the creation of part-time positions will be a mechanism for the reduction of staffing levels. Conversion to part-time will generally be at the request of the employee.

16.1.2 There is no guarantee that a request to work part-time will be met with a reduction in hours. All applications for conversion to permanent part-time employment will be given fair and reasonable consideration.

- 16.1.3 The number of part-time employees should not exceed more than 10% of the number of full-time employees, unless agreed to by the parties.

## 16.2 **Part-time Hours**

- 16.2.1 An employee employed on less than a full-time basis may be engaged as a part-time employee.
- 16.2.2 Where a part-time employee agrees, the employee may work up to 38 hours per week within the normal span of hours without attracting overtime. All work performed in excess of 38 hours per week will be paid at the appropriate overtime rate and work performed outside of normal span of hours will attract the appropriate penalty rate.
- 16.2.3 Part-time employees will be employed for not less than 12 hours per week and less than 38 hours per week on a regular basis.
- 16.2.4 The employee will be given a minimum of 24 hours' notice of Council's requirement to work additional hours. If the additional time falls on a day the employee is working, the minimum time to be worked will be 1 hour. In the case of a day where the employee is not working the minimum time to be worked will be 3 hours.
- 16.2.5 Part-time employees working outside of their normal span of hours will be paid overtime rates.

## 16.3 **Part-time Work Agreement**

- 16.3.1 This Agreement has no effect on part-time work arrangements already in place.
- 16.3.2 By agreement in writing between an employee and the relevant Manager, an employee may reduce his/her working time in accordance with the Award.
- 16.3.3 The position may be reduced to part-time in accordance with relevant award provisions relating to notification of change.
- 16.3.4 The agreement for part-time work will be in a format acceptable to the Manager Organisational Development and the relevant union. The agreement shall cover:
- total hours to be worked
  - days of the week on which work is to be performed
  - span of hours within which daily work is to be performed
  - any requirements to provide additional hours for relief work in the section or for any other purpose
  - provision for a return to full-time hours at a later date, if applicable.
- 16.3.5 Where two or more employees agree to work such hours which result in the full discharge of the requirements of a single position then the specific requirements of each worker to provide relief for the other will form part of the agreement.

16.3.6 As a general principle the normal remuneration and conditions of employment will apply on a pro-rata basis in the proportion of actual hours worked to normal full-time hours for the type of work involved.

16.3.7 The classification level of a position worked on a part-time basis will be the same as if that position had been worked on a full-time basis.

## **17. LEAVE**

### **17.1 Annual Leave**

17.1.1 Staff will continue to accrue annual leave on a fortnightly basis for each completed fortnight of service and they are able to take such leave accrued at a time mutually convenient to the employer and staff member.

17.1.2 There is no requirement for a staff member to wait until they have completed 12 months continuous service before taking any accrued leave. Any accrued leave loading will be paid on annual leave on termination.

17.1.3 Annual leave is to be taken at a time mutually convenient to the employer and employee within twelve months of the date of its accrual. Annual Leave is not to be accrued except in cases in which extenuating circumstances preclude an employee from taking their leave. Approval to carry over leave will be for no longer than two years after its accrual.

### **17.2 Personal Leave (including Carer's Leave)**

17.2.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the 26.5.95 (date of Award order) for absences to provide care and support for such persons when they are ill.

17.2.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

17.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:-

(a) the employee being responsible for the care of the person concerned; and

(b) the person concerned is either:  
(i) a member of the employee's immediate family; or  
(ii) a member of the employee's household.

17.2.4 The term "immediate family" includes:

(a) Partner (legally married or de-facto) including same-sex partners;  
(b) Child or adult child (including adopted child, stepchild, foster child, son or daughter-in-law or an ex-nuptial child);  
(c) Parent/Guardian, partner's parents, step-parent, grandparent, grandchild, sibling, step-sibling or sibling-in-law of an employee.

- 17.2.5 Personal Leave can also be used to attend counselling provided by the Council's Employee Assistance Program or emergency situations involving child care, school or education issues (i.e. situations where the centre/school cannot care for the child).
- 17.2.6 Personal Leave must not be used as a supplement to annual leave or Rostered Days Off or for personal activities that an employee would normally schedule for annual leave, RDOs or time outside of normal work hours.
- 17.2.7 Employees, except where it is impractical to do so, will inform their Team Leader or Coordinator of an anticipated absence on personal leave.
- 17.2.8 The minimum personal leave that may be taken at any one time is one hour.

### 17.3 **Bereavement Leave**

- 17.3.1 An employee shall, on the death of a current partner (including a same sex partner), parent/guardian, partner's parent, child or adult child (including an adopted child, stepchild, foster child, partner's son or daughter or an ex-nuptial child), step-parent, grandparent, grandchild, sibling, step-sibling or partner's sibling, be entitled, on notice, to leave up to and including the day of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.
- 17.3.2 For the purposes of this clause, partner means either a person to whom the employee is legally married or is in a de-facto relationship with, and includes same-sex partners, but shall not include a partner to whom the employee is legally separated.
- 17.3.3 If so requested, proof of such death shall be furnished by the employee to the satisfaction of the Council, provided that more favourable terms of leave will be granted by the Council if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 17.3.4 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

### 17.4 **Long Service Leave**

- 17.4.1 Council will abide by the terms of its Long Service Leave policy as amended from time to time.
- 17.4.2 In addition to the provisions of the Long Service Leave Act 1987 as amended, staff covered by this Agreement are able to take their Long Service Leave on a pro rata basis after 7 completed years of service.
- 17.4.3 A minimum of one (1) weeks Long Service Leave must be taken at any one time. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.

- 17.4.4 Long Service Leave is to be taken at a mutually agreed time except that the balance remaining after ten (10) years' service must be taken within three years of the date of entitlement.
- 17.4.5 While Council encourages the taking of Long Service Leave by staff, the option of receiving payment in lieu of taking Long Service Leave, i.e. 'cashing out', is available based upon the following:
- (a) The General Manager can approve 'cashing out' provided that funds are available within the budget and that the application meets the conditions of Council's Long Service Leave policy.
  - (b) A minimum of 2 weeks and a maximum of 8 weeks will be approved per person per annum.
  - (c) Subject to written agreement between the relevant General Manager and the employee, Long Service Leave may be taken at varying ratios (e.g. twice the length of time at half pay, or half the time for twice the pay or any other agreed ratio).
  - (d) To be entitled to "cashing out", the employee must have completed 7 years continuous service in local government.
  - (e) Only the Chief Executive has the authority to approve applications for 'cashing out' of Long Service Leave in special cases which do not meet the policy conditions.
- 17.4.6 An employee's entitlement to Long Service Leave will be based on the employee's average contracted weekly hours over the entitlement period.
- 17.4.7 The formula for calculating an employee's payment for Long Service Leave for the first 10 years' service will therefore be in accordance with the SA Long Service Leave Act

## 17.5 **Special Leave Without Pay**

An employee seeking Special Leave Without Pay must do so in writing addressed to the relevant General Manager, stating reasons and period required.

The following criteria will be taken into account in endorsing/granting leave:

- 17.5.1 That the leave can be for special circumstances i.e. overseas travel, full time study, external job placements, personal traumas etc.
- 17.5.2 That backup is readily available for the position.
- 17.5.3 That all other leave has been exhausted i.e. Annual Leave, Long Service Leave, Flexitime Accrual Balances, ATO / TOIL Accumulations.
- 17.5.4 That the position can be left available to the employee until they return.
- 17.5.5 That in the case of study leave and external job placements, the benefits to Council are identified.

17.5.6 That every application will be treated on its merit.

17.5.7 That leave be for a maximum period of 12 months.

## **17.6 Paid Parental Leave**

The intent of this provision is to provide the flexibility for either parent to assume the initial primary care giver role, at the time of the birth of the child, and to minimise the impacts of parenthood upon career and income levels.

### **17.6.1 Eligibility**

- (a) An employee, other than a casual employee, shall be eligible for 18 weeks' paid parental leave, provided that:
  - (i) the employee has had a minimum of 12 months continuous service with the employer at the time of the commencement of parental leave;
  - (ii) the employee has worked for the City of Charles Sturt for at least 10 months of the 13 months before the birth of the child and at least 330 hours in that 10 month period, with no more than an eight week gap between two consecutive working days.
  - (iii) they produce to the employer, a certificate from a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery;
  - (iv) the employee is the primary care-giver at the time of the birth of the child;
  - (v) the employee's partner is not taking any simultaneous period of paid or unpaid parental leave from their employer.
- (b) Any leave without pay taken during the qualifying year will not count towards the one year qualifying period outlined in clause 17.6.1 (a) above.
- (c) An employee on a fixed term contract whose contract expires during a period of paid Parental leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

### **17.6.2 Payment for Leave**

- (a) If an employee is eligible for paid parental leave in accordance with Clause 17.6.1 above, they will be paid the difference between their normal fortnightly salary (excluding overtime, allowances or penalties) and the amount they are eligible to receive from the Federal Government's paid parental leave scheme. This shall be referred to as the "top up payment". For example, if an employee's normal fortnightly salary is \$2,000 and the federal government payment is \$1,200 per fortnight, the employee will be paid \$800 per fortnight for a period of 18 weeks;

- (b) The timing of the payments from the federal government's paid parental leave scheme may differ from that of the employer's paid parental leave, provided that the employer shall not be required to pay any amount greater than the total of the top up payment for a period of 18 weeks;
- (c) Part-time employees who meet the eligibility criteria in sub-clause 17.6.1 above will be paid on a pro-rata basis;
- (d) The 18 weeks' top up payment will be paid in normal fortnightly payments from the commencement of the paid parental leave component of the employee's leave;
- (e) Any Public Holiday or other statutory holiday which may fall within the period of 18 weeks paid parental leave shall be counted as a day of such parental leave;
- (f) The entire paid parental leave must be taken in one consecutive block and must be commenced within 34 weeks following the birth of the child and also must be taken within the period of approved parental leave.
- (g) An entitlement of 18 weeks paid parental leave may be taken at half-pay for 36 weeks upon application by the employee to the employer. In cases where this half pay / double time option is chosen, the formula for determining the amount payable by the employer will be as in 17.6.2 (a) divided by 2 and the period of payment will extend for 36 weeks. That is, no additional cost to the employer shall arise because of this option. Accrual of leave entitlements in this case will be on a pro-rata basis.
- (h) In accordance with the federal government's paid parental leave scheme, the two parents of the new child may "split" the 18 weeks' paid parental leave between them. If this occurs, an employee may use a portion of the 18 weeks' paid parental leave provided that:
  - (i) the employee is the primary care-giver for the entire duration of the leave applied for; and
  - (ii) the employee's partner is not taking a simultaneous period of paid or unpaid parental leave from their employer; and
  - (iii) the two parents do not take more than 18 weeks' paid parental leave between them; and
  - (iv) the employee provides satisfactory evidence from the relevant federal government department to the employer to verify clauses 17.6.2 (h) (i), (ii) and (iii) above.

### 17.6.3 Impact on Other Types of Leave

- (a) Any period of paid Parental leave as provided by this clause, whether employer funded or federal government funded, shall count as service

for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level;

- (b) Periods of parental leave under this Clause are not in addition to the periods of unpaid parental leave provided by the Local Government Employees Award (i.e. the total period of paid and unpaid parental leave shall be 52 weeks)

#### 17.6.4 Termination of Pregnancy

- (a) Where the pregnancy of an employee terminates (i.e. where the unborn child does not survive or is stillborn) earlier than 20 weeks prior to the expected date of delivery, the entitlement to any leave under this Clause shall cease.
- (b) Where the pregnancy of an employee terminates between 20 and 36 weeks (i.e. where the unborn child does not survive or is stillborn), one week's paid parental leave will be provided to the employee; the employee may also access Sick Leave.

### 17.7 Paid Adoption Leave

#### 17.7.1 Eligibility

An employee, other than a casual employee, shall be eligible for eighteen (18) weeks paid adoption leave, provided that:

- (i) The employee shall have at least 12 months' continuous service with the employer at the time of the commencement of the period of adoption leave.
- (ii) the employee has worked for the City of Charles Sturt for at least 10 months of the 13 months before the birth of the child and at least 330 hours in that 10 month period, with no more than an eight week gap between two consecutive working days.
- (iii) If requested, they produce to the employer, satisfactory evidence that they have adopted a child
- (iv) the employee is the initial primary care-giver at the time of taking the adoption leave,
- (v) the employee's partner is not taking any simultaneous period of paid or unpaid adoption leave from their employer.

#### 17.7.2 Payment for Leave

Payment for Adoption Leave shall be the same as outlined in clauses 17.6.2 and 17.6.3 above.

### 17.8. Paid Partners Leave

An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of

delivery shall be granted paid partner's leave on full pay (excluding overtime, allowances or penalties) for a period of two (2) weeks provided that:

- 17.8.1 The employee shall have a minimum of one (1) years continuous service with the employer at the time of taking the leave.
- 17.8.2 The employee will be paid the difference between their normal fortnightly salary (excluding overtime, allowances or penalties) and the amount they are eligible to receive from the Federal Government's paid partner's leave scheme. This shall be referred to as the "top up payment".
- 17.8.3 The timing of the payments from the Federal Government's paid partners leave scheme may differ from that of the employer's paid partners leave, provided that the employer shall not be required to pay any amount greater than the total of the top up payment for a period of 2 weeks;
- 17.8.4 The top up payment for the two (2) weeks partner's leave will be paid as a normal fortnightly payment for the period that that falls within 52 weeks of the birth of their partner's child.
- 17.8.5 Any Public Holiday or other statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such Partner's leave.
- 17.8.6 Where the pregnancy of the partner of the employee terminates (i.e. where the unborn child does not survive or is stillborn) earlier than 36 weeks prior to the expected date of delivery, the entitlement to any leave under this Clause shall cease.
- 17.8.7 Any period of paid Partner's leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.
- 17.8.8 The entire two (2) week period must be taken in one consecutive block and will not be available at half pay
- 17.8.9 An employee on a fixed term contract whose contract expires during a period of paid Partner's Leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 17.8.10 Any *leave without pay* taken during the qualifying year will not count towards the one year qualifying period outlined in clause 17.8.1 above.

## **18. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

- 18.1 The purpose of this procedure is to resolve all matters of grievance and dispute. When the Dispute Resolution Procedure is being utilised, the status quo will apply.

18.2 At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.

18.3 The following will apply when an employee and their immediate team leader are unable to resolve a dispute:

**Stage One**

The employee/s and/or workplace representative will contact the relevant Manager/Coordinator and attempt to settle the issue at that level.

**Stage Two**

If the issue is not settled at Stage One, the employee/s and the workplace representative, and if requested the Union Official, will meet with the Manager/Coordinator, and if necessary the Manager Organisational Development or delegate.

**Stage Three**

If the matter is not settled at Stage Two, the Union Official, and if required the employer's workplace representative will meet with the employee/s, the General Manager and the Manager Organisational Development.

**Stage Four**

If the matter is not settled at Stage Three the Chief Executive will meet with the Union Official, the employee/s, the Manager Organisational Development and the General Manager.

**Stage Five**

If the matter is not settled at Stage Four, the Manager Organisational Development and the Union Official will seek resolution through the South Australian Industrial Relations Commission.

18.4 The process contained in Stages One, Two, Three and Four should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expedient resolution.

18.5 This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes.

**19. HOURS OF WORK**

19.1 In order to realise operational efficiencies, flexible hours will be worked.

- 19.2 Standard working hours are 76 hours per fortnight over nine days. The span of ordinary hours is between 6.00 am and 7.00 pm Monday to Friday, not exceeding 10 hours per day, nine days per fortnight. Award penalties will apply to any ordinary hours worked outside this span of hours.
- 19.3 Following consultation, an employee's team may agree to vary rosters outside the span of ordinary hours as determined by seasonal peaks or periods of operational need determined by the Team Leader.
- 19.4 All hours worked over 76 hours per fortnight are subject to Award provisions. Overtime will not be accrued.
- 19.5 To facilitate a clear understanding of hours to be worked, a schedule will be reviewed and completed on a team basis and agreed with the Coordinator/Team Leader.

## **20. ABSENTEEISM**

- 20.1 An employee must make every effort to attend work on time. Where an employee is unable to attend work on time for any reason, he/she must notify their Coordinator or Team Leader before their rostered start time. If, for good reason, the employee is unable to do this, he/she will notify their Coordinator or Team Leader within 2 hours of their rostered commencement time, or as soon as practicable.

## **21. BEST VALUE**

The City of Charles Sturt is committed to ensuring that all services provided by Asset Management Services to the community are done so in the most efficient and cost-effective manner.

### **21.1 Scope of Contracting Out**

21.1.1 The parties to this enterprise agreement agree that there will be no contracting out of work currently performed by Council's workforce until a review of the existing service has been completed except in the following circumstances:

- If Council's workforce are operating to capacity, or;
- Where the workforce does not have the requisite skills or capacity and would not be able to acquire them within a reasonable length of time, or;
- In other cases as agreed by the Consultative Committee.

### **21.2 Review of Existing Services**

21.2.1 During the life of the enterprise agreement business cases will be prepared for various aspects of Council's asset management operations as required.

21.2.2 The objective of these business cases will be to ensure these activities are effective and efficient, and to define appropriate continuous improvement strategies.

- 21.2.3 During this period elected members, residents and ratepayers of the City of Charles Sturt will have the opportunity to judge for themselves whether improvements in performance have occurred.
- 21.2.4 Council undertakes to provide employees with accurate and timely feedback on operational performance during this period.
- 21.2.5 It is also agreed that Asset Management Services will no longer actively seek work outside of the boundaries of Charles Sturt except where justified by a business case review.
- 21.2.6 During the life of this enterprise agreement, Council will not consider bringing "in house" any of the work that is currently contracted out, until such business cases have been completed.
- 21.2.7 The parties agree that there must be real and demonstrated commitment to continuous improvement, especially to measurable improvements in productivity.
- 21.2.8 Employees through established consultative structures will be actively involved in the development, implementation and monitoring of continuous improvement processes. To this end, the parties are committed to using a suite of business tools, which will drive performance and productivity. These tools include;
- service standards in existing service level agreements
  - benchmarks with existing external contractor or other sources
  - the job costing system, including accurate daily timesheets
  - the Integrated Management System
  - business plans for each aspect of service.

### 21.3 **Agreed Process for Implementation**

- 21.3.1 Prior to any decision being made about retaining current services provided in-house or contracting those services out, the following process will be applied;
- Determine terms of reference
  - Develop a business case
  - Compare the results of the business case with agreed benchmarks
  - Review and consult with employees directly and through the Consultative Committee and Council
  - Make decision and communicate to affected parties.
  - Implement business case recommendations.

### 21.4 **Voluntary Separation Packages**

- 21.4.1 The City of Charles Sturt reserves the right to offer Voluntary Separation Packages during the life of the Agreement.

21.4.2 These packages may be offered prior to any position(s) being identified as lost.

21.4.3 Voluntary Separation Packages will consist of the following:

- A 10 week up front payment in lieu of notice;
- 3 weeks' severance pay for each completed year of service up to a maximum of 104 weeks in total;
- Payment of pro-rata Long Service Leave;
- Payment of annual leave entitlements;
- Provision of financial and job placement counselling services.

21.4.4 Management reserves the right to accept or reject an application for a Voluntary Separation Package.

## 21.5 **Alternative Employment**

21.5.1 Should positions be lost as a result of the business case process, the City of Charles Sturt will attempt to find suitable alternative employment to those affected as the first priority.

21.5.2 An employee whose position has been lost will be placed on an alternative employment program with the aim of placing the individual into a suitable position. The criteria for determining job suitability will be reviewed by the Consultative Committee.

21.5.3 If there is no suitable position initially available, the employee may elect to take a Voluntary Separation Package (VSP), or to continue in the Alternative Employment Program for a maximum period of six months.

21.5.4 During the alternative employment program, expressions of interest may be sought from the workforce for a VSP in order to create a vacancy for the employee on the alternative employment program. The VSP terms will be those provided for in clause 21.4.3

21.5.5 Management reserves the right to accept or reject the VSP on the basis of the employee's suitability to fill the vacancy created by the VSP.

21.5.6 If the employee has not been appointed to a position by the end of six months on the program, the employee will become a redeployee and may be placed in any position within Asset Management Services to perform any function within their skill range, knowledge or existing job classification until a suitable substantive position becomes available.

21.5.7 Where an employee accepts a position at a lower classification, he/she will be paid a lump sum equivalent to 12 months of pay difference between their existing and new classifications.

21.5.8 An employee on the alternative employment program may take a Voluntary Separation Package during the period of the program. In this case the package provided in clause 22.6 will apply with the exception of the 20 week up front notice period. The notice period will apply on a sliding scale as follows:

| <b>Duration on Alternative Employment Program</b> | <b>Notice Paid</b> |
|---|--------------------|
| 0 months  | 20 weeks           |
| 1 month   | 20 weeks           |
| 2 months  | 16 weeks           |
| 3 months  | 13 weeks           |
| 4 months  | 10 weeks           |
| 5 months  | 7 weeks            |
| 6 months  | 4 weeks            |

21.5.9 Where an employee becomes a redeployee and elects to access a VSP the formula will be in accordance with 21.6 with the exception that the notice period will be 4 weeks.

## 21.6 Targeted Voluntary Separation Package

21.6.1 A Targeted Voluntary Separation package will be offered to the employee whose job has been lost. It will also be offered to employees with similar skills and competencies.

21.6.2 The package will consist of:

- A 20 week up front payment in lieu of notice;
- 3 weeks' severance pay for each completed year of service up to a maximum of 104 weeks in total;
- Payment of pro-rata Long Service Leave regardless of service;
- Payment of annual leave entitlements;
- Provision of financial and job placement counselling services

**22. TIME OFF IN LIEU FOR HOURS CREDITED**

- 22.1 Hours credited to an employee for work performed during agreed times will be taken as time off in lieu (TOIL) of a future requirement to work ordinary hours. Overtime worked may, by agreement, be taken as TOIL. TOIL is calculated at the appropriate penalty rate for the time worked unless other arrangements are agreed to on Mondays to Fridays. Where the Council requests an employee to work a Rostered Day Off, TOIL will continue to accrue at penalty rates.
- 22.2 At the start of each agreed period, management and the employee will agree when TOIL is to be taken. A maximum of 38 hours TOIL can accrue at any time to an employee. Any accrual in excess of 38 hours must be agreed in writing between the employee and their Team Leader. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 38. Employees will be notified of their individual TOIL balances on a monthly basis.
- 22.3 In the event that an employee goes into a negative accrual of TOIL, (i.e. the employee owes hours to Council) the maximum negative accrual will be 38 hours, unless written approval is given by the employee's Team Leader.
- 22.4 All negative accruals must be cleared by 30 June annually or at a time thereafter as agreed in writing. Clearing of negative accruals may include working off lost hours on a normal RDO. Failure to clear the negative accrual bank by 30 June annually will result in the hours owed to Council being deducted from the employee's next fortnightly pay.
- 22.5 In the event that an employee leaves the employment of Council, any negative TOIL accrual will be deducted from the employee's final payment.
- 22.6 The taking of TOIL must be approved prior to the leave being taken. Failure to obtain approval will result in loss of pay for that time.
- 22.7 Where an employee has a positive TOIL accrual, the employer may choose to clear the TOIL bank on 30 June annually. In such cases, this time will be paid to the employee at double time.

**23. INCLEMENT WEATHER**

23.1 We recognise the need to operate effectively during periods of inclement weather, whilst continuing to recognise the importance of OH&S and the need to achieve the required budget, program and reactive task requirements.

23.2 Where practical, alternative work will be sought. In such instances an employee may be required to undertake duties outside of their norm but in general in accordance with the award.

**23.3 Hot Weather**

23.3.1 When the forecast temperature is expected to exceed 35 degrees, consideration shall be given to, (where practicable) implementing the following measures:

- Flexible working hours i.e. commencing prior to the usual 7.00am start;
- When hot weather is forecast, work should be rescheduled to ensure that the more strenuous tasks are completed in the morning. Where rescheduling is not possible, all reasonable precautions should be taken to avoid excessive exposure;
- Rotation of employees engaged in heavier tasks;
- Use of unscheduled breaks i.e. if required regular short breaks of five to ten minutes duration may be taken out of the sun to avoid the possibility of heat stress;
- Altering the location of work;
- Where possible, provision of alternative work or training under weather shelters;
- Provision of sun shelters where practical.

23.3.2 During hot weather staff required to work outdoors shall:

- Take frequent small drinks of water;
- Wear/use approved personal protective equipment/issues;
- Ensure works are carried out at a pace appropriate to the weather conditions.

23.3.3 Where the forecast temperature reaches 36° the following shall, where possible, be provided and accessed in the following order:

- Meaningful alternative duties;
- Meaningful training;
- Access to TOIL on a gang by gang 50/50 basis.

Where either training or alternative duties are completed, staff will finish work for the day without loss of TOIL.

Flexible working hours shall be used as an option wherever possible and practicable. Where programs or reactive tasks allow, work may commence prior to the usual 7.00am starting time and on completion of daily work requirements, work will finish for the day without loss of TOIL or pay.

23.3.4 Outdoor work will cease at 37.5 degrees (as recorded at the Beverley Depot) and employees will be stood down (i.e. sent home) for the remainder of the day on the following basis.

23.3.4.1 Employees will be fully paid by Council for the first 21 hours lost to hot weather each financial year. Accordingly, on 1 July each year, each employee will be credited with 21 hours into their TOIL bank, with the exception of new and part-time employees who will receive a proportion of those hours on a pro-rata basis.

These 21 hours can only be used when employees are stood down under this clause and will not be carried over from year to year.

23.3.4.2 Once these 21 hours have been exhausted in a given financial year, employees shall access one of the following 4 options:

23.3.4.3 Option 1 – TOIL on a 50/50 Basis

- (a) Time lost due to employees being stood down shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employee's accumulated TOIL bank and 50% of the time shall be paid by Council. For example, if the employee normally works an 8.5 hour day and is stood down due to hot weather conditions after 4.5 hours then of the remaining 4 hours, 2 hours will be paid for by Council and 2 hours will be deducted from the employee's TOIL bank.
- (b) Saturday or RDO Overtime  
To allow employees to accrue TOIL for days of hot weather under this clause, all employees (except new employees who commence their employment after 31 July in any given year) will be offered the opportunity to work on one Saturday OR a Rostered Day Off between 1 July and 31 October each year, on a gang by gang basis.
- (c) Employees will be compensated for time worked on the aforementioned Saturday or RDO as TOIL (at the appropriate penalty rate), not paid overtime. TOIL accrued on this basis may only be used by employees on days when the temperature reaches 37.5. Therefore, employees will not be able to access any of the other 3 options below, until such time as the TOIL accrued from the Saturday or RDO overtime is exhausted.
- (d) Subject to clause 23.3.4.3 (e), in the event that there are insufficient days where the temperature reaches 37.5 degrees during the ensuing summer, and an employee therefore does not have the opportunity to use all of the TOIL hours accrued from the Saturday or RDO overtime, the employee will be paid out the remaining hours on 30 June annually.

- (e) By written agreement with the relevant Team Leader or Coordinator, unused TOIL accrued via Saturday or RDO Overtime may be carried over to the following financial year but can only be used on days where employees are stood down due to hot weather. TOIL carried over in this manner, can only be approved when all of the hours accrued via Saturday or RDO Overtime have been unused. When such agreement is given, the employee will not be offered the opportunity to work on a Saturday or RDO in accordance with clause 23.3.4.3 (b).
- (f) If Saturday or RDO work is not offered to an employee, he or she will not be required to access any of the 4 options contained in this clause and will be permitted to go home on full pay after the temperature reaches 37.5 degrees. This clause will not apply to cases where the employee has carried over unused Saturday or RDO TOIL by written agreement, in accordance with clause 23.3.4.3 (e) above.
- (g) If the total hours lost to hot weather as at 31 March each year exceeds 50, the Council will make available additional overtime opportunities for employees to accrue TOIL.

23.3.4.4 Option 2 – Annual Leave on a 50/50 Basis

Time lost due to employees being stood down may be taken as annual leave whereby 50% of the time shall be taken from the individual employee's annual leave accrual and 50% of the time shall be paid by Council.

23.3.4.5 Option 3 – Long Service Leave on a 50/50 Basis

Time lost due to employees being stood down may be taken as long service leave whereby 50% of the time shall be taken from the individual employee's long service leave accrual and 50% of the time shall be paid by Council.

23.3.4.6 Option 4 – Leave without Pay on a 50/50 basis

If the employee does not want to access the above options, the employee may take leave without pay on a 50/50 basis (i.e. 50% will be paid by Council and 50% will be leave without pay) for the duration of the stand down period.

23.3.4.7 One of the above 4 options must be taken. If an employee fails to choose one of these options, option 1 (TOIL on a 50/50 basis) shall be implemented by the Council.

23.3.4.8 None of the above shall apply to employees working on essential or emergency services/situations which is covered by Clause 23.5 of the Enterprise Agreement.

23.3.4.9 All negative TOIL accruals (hours owed to the Council) must be cleared by 30 June annually or at a time thereafter as agreed in writing. Failure to clear the negative accrual bank by 30 June

annually will result in the hours owed to Council being deducted from the employee's next fortnightly pay.

- 23.3.4.10 In the event that an employee leaves the employment of Council, any negative TOIL accrual will be deducted from the employee's final payment.

#### 23.4 **Wet Weather**

When wet weather prevents works being carried out for a continuous period of 3 hours the following shall, where possible and practicable, be provided and accessed in the following order:

- Meaningful alternative duties including staff meetings;
- Meaningful training

When either training or alternative duties are completed, staff will finish work for the day without loss of TOIL or pay. Where neither training nor alternative duties are available after 3 hours of continuous wet weather, TOIL may be accessed on a 50/50 basis.

#### 23.5 **Essential/Emergency Services Situations**

23.5.1 The operation of essential or emergency services shall continue as required following the cessation of work. However a priority shall be given to rostering employees involved in essential or emergency services to ensure that they are not unduly subjected to inclement weather.

23.5.2 Accordingly, following the cessation of normal work, one employee from the call out roster or, if no one is available one employee from Rapid Response, shall remain at work until his/her normal finishing time for the purposes of responding to a potential essential/emergency services requirement, if one should arise. This employee will be paid at normal ordinary time rates until their normal finishing time on that day. If, after leaving work at their normal finishing time, the employee is called back to work, the call out provisions contained in Clause 25 will apply.

To ensure equity and fairness, the employee required to remain at work under this clause shall be rotated from the list of employees on the call out roster.

23.5.3 Further, the conditions applying throughout the duration of a period of inclement weather (i.e. hot weather or a period of wet weather) for a continuous period of 3 hours shall be monitored by the responsible Coordinator, Team Leader, Workgroup Leader and Head Gardener/Ganger to ensure that as far as practicable, the procedures laid out in this clause are adhered to. Penalty rates shall apply for any time required to be worked in inclement conditions.

23.5.4 The Consultative Committee will review the effectiveness of this clause on an as-required basis.

Where there is an identified operational or workgroup need that necessitates a different approach to that outlined above, a LAWA may be established.

## 24. TREE WATERING

- 24.1 It is agreed that watering rounds run as follows;
- Round 1 5am to 12pm
  - Round 2 12.00pm to 7pm
- 24.2 Employees agree to work a 7-hour shift and will be paid for 8.5 hours to compensate for
- No annual leave to be taken during the watering season
  - RDOs to be accrued over the watering season
  - Meal and tea breaks to be taken whilst the trucks are being refilled
  - Continuation of work during periods of inclement weather
- 24.3 KPIs will be developed and agreed between the parties at the beginning of each watering season.
- 24.4 Staff placement in the Tree Watering team will be by mutual agreement between the employee and Coordinator Parks & Arboriculture.

## 25. AFTER HOURS CALLOUT PROVISIONS

### 25.1 Background

The City of Charles Sturt is committed to maintaining a safe environment in the City for residents and ratepayers. To assist us provide this, an after-hours callout team has been established to provide an after hours response to unplanned or emergency matters that may arise.

### 25.2 Callout Roster

- 25.2.1 Inclusion on the after hours callout roster is voluntary and employees, whilst a member of this roster, will be paid in accordance with the terms and conditions contained in this clause.
- 25.2.2 There shall be two employees rostered on each week of the year. The primary person for callouts in any week will be known as the standby person and must make themselves available to attend callouts between the hours of 4.00pm and 7.00am, Monday to Friday and all hours of weekends and public holidays. The other employee nominated in any week will be known as the backup person.
- 25.2.3 If the standby person is not available, the employee will arrange for coverage of their roster slot. This would normally be the nominated backup person for that week. During the period that the back up person is on standby, he/she will receive the availability allowance as detailed in clause 25.2.5. Where the nominated backup person assumes the role of standby person, it will also be necessary to nominate a relief backup person.

- 25.2.4 Availability is taken to mean the ability to commence the journey to the site of a callout within 15 minutes of receipt of advice from the contact agency (e.g. after hours call service provider, SA Police). The standby person would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.
- 25.2.5 The standby person shall receive, in addition to the wages otherwise payable, an availability allowance as specified in Appendix 3 'Wage Increases' of this Agreement for each week that he/she is required to hold himself/herself in readiness. The Availability Allowance will be reduced by 1/123<sup>rd</sup> (4 p.m. to 7 a.m. Mondays to Fridays + 48 hours on weekends = 123) for each hour or part thereof that the standby person has not held himself/herself in readiness. The Availability Allowance will be paid on Public Holidays where the employee is required to be available.
- 25.2.6 The standby person who makes themselves available under this clause and attends a callout in person would be paid in accordance with the actual time worked for each such callout at the appropriate penalty loading in accordance with the Local Government Employees Award and this enterprise agreement. Such time will commence from the commencement of the journey to the callout.
- 25.2.7 Payment for time attending a callout or responding to a request by telephone will be based on the employee's substantive position or ME7, whichever is higher.
- 25.2.8 An employee on the callout roster is required to have an accumulated break of at least 10 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. The employee will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 10 hours and the employee will suffer no loss of ordinary time hours. Should an employee be required to remain at work on the instructions of the City of Charles Sturt, the employee will be paid at double rates until released from duty and will not be required to attend for work until a minimum break of 10 accumulated hours has occurred.
- 25.2.9 The standby person will be provided with a vehicle, equipped with appropriate emergency gear, for commuter use and for use whilst the employee is attending a callout. Such use is to be strictly in accordance with the motor vehicle policy. A mobile phone for work use only will be provided.
- 25.2.10 The standby person is expected to use the Council-supplied vehicle to attend callouts. In exceptional circumstances where the standby person elects to use their own vehicle to attend a callout or return to their residence to collect the Council-supplied vehicle, reimbursement may be claimed for kilometres travelled in accordance with the Award.

Where reimbursement is sought the employee will notify the appropriate Coordinator on the next working day. Alternatively Cab charge vouchers may be provided.

Claims for mileage or use of Cab charges for collection of the Council-supplied vehicle should only occur in exceptional circumstances as it is acknowledged by the parties that the availability allowance is paid in recognition of the restrictions that it places on an employee's after work hours activities. Where the standby person is indisposed; arrangements should be made for the backup person to assume the standby function as detailed in clause 25.2.2.

25.2.11 The backup employee shall receive, in addition to the wages otherwise payable, an amount equal to 5% of his/her normal hourly rate for each hour or part thereof he/she is required to hold himself/herself in readiness.

25.2.12 The minimum payment for callout, for the backup employee, shall be 1.5 hours and the appropriate penalty rate shall apply. Where a person is required to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout i.e. it is not a separate 1.5 hour minimum callout. The calculation of time worked for a callout shall commence from receipt of the call out notification.

## **26 LABOUR HIRE**

26.1 Labour hire agency employees may be engaged to cover the following situations:

- Replace employees on leave or extended absence from duty; or
- Undertake seasonal or other short term project work; or
- Undertake project work where Council is unable to resource its work from within existing staff resources; or
- Replace existing staff temporarily assigned to undertake project work; or
- Short term placements to cover peaks in workload, or until the recruitment and selection process is completed for a vacant position.

26.2 Where labour hire staff are engaged, Council will ensure that staff are paid at the Award rate of pay plus 25% casual loading for the first two weeks. Thereafter, they will be paid the rates of pay provided in this Agreement plus a 25% casual loading; and that their other conditions of employment are also consistent with this Agreement.

26.3 Labour hire placements will be for no longer than 9 months. This may be extended following consultation with the Consultative Committee.

**27. SICKNESS AND ACCIDENT INSURANCE**

- 27.1 Council recognises the importance of financial security in providing support to employees and their families and creating a positive work environment.
- 27.2 Council will assist employees by paying up to 2.3% contribution to provide Sickness and Accident Insurance for employees for the life of this Agreement.
- 27.3 The parties recognise that the original cost of providing this insurance was equivalent to 1.32% of employees' wages and that this was part of the wages settlement at that time. The parties further recognise that any further increase (above 2.3%) to the cost of this insurance will be taken into account in future wage settlements.
- 27.4 Access to the Sickness and Accident Plan is voluntary.
- 27.5 Administration of Sickness and Accident claims is the responsibility of the employee.
- 27.6 Effective from the commencement of this Agreement, an employee shall not be entitled to continue to accrue further entitlements to annual leave and sick leave on a paid period of absence under the income protection provisions of this clause.

**28. SUPERANNUATION (CHOICE OF FUNDS)****28.1 Choice of Funds**

- 28.1.1 All employees shall have their choice of superannuation funds. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 28.1.2 All new employees will be provided with a standard choice form to enable them to select a recognised industry fund in accordance with relevant superannuation legislation. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.
- 28.1.3 Employees may only change their choice of fund once every 12 months.

**29. SALARY SACRIFICE**

Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

- 29.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement. Any information or figures provided to employees by Council's Payroll Officer, in relation to the implications of salary sacrificing, will not constitute professional advice or a recommendation.
- 29.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

The amount sacrificed to superannuation will not be adjusted when an employee receives higher duties or mixed functions (i.e. the difference between the employee's substantive position and their acting position will be paid as cash).

- 29.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 29.4 The application shall be in writing on the form provided by the City Of Charles Sturt and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. This letter must be countersigned by the Manager Organisational Development.
- 29.4.1 A minimum of 4 weeks' notice will need to be given by the employee of their intention to salary sacrifice.
- 29.4.2 Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2%, 3% etc.)
- 29.4.3 The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 29.5 Each employee may only review and alter the percentage of salary to be salary sacrificed up to two times per year provided the minimum notice period of 4 weeks is given. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 29.6 The individual agreement to salary sacrifice may be rescinded by the employee provided 4 weeks prior notice in writing is given to Council's Payroll Officer.
- 29.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 29.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

### **30. WAGES AND RELATED MATTERS**

Weekly wages will increase over the term of this Agreement according to the following:

- 30.1 Wage Rates will be increased by 3.0% effective from the first full pay period commencing on or after 8 February 2014; by a further 3.0% from the first full pay period on or after 8 February 2015; and by a further 3.0% from the first full pay period on or after 8 February 2016. The wage schedule is listed as Appendix 2 to this document.
- 30.2 All wage rates listed in Appendix 2 are inclusive of the disability allowance provided for in the Award.

- 30.3 The parties agree to enter into negotiations in the 2<sup>rd</sup> year of agreement and will review the final increase of a minimum of 3% from 8 February 2016. If the parties can establish that economic circumstances have improved or the CPI has increased, a further negotiated increase may be granted, subject to the financial position of the Council.

## **31. ALLOWANCES**

- 31.1 Effective from 8 April 2012, no allowances are payable to employees with the exception of the following:

- Availability Allowance
- First Aid Allowance
- Higher Duties
- Meal Allowance
- Shift Penalties
- Travel Allowance
- Starting and Finishing on the Job Allowance
- Tool Allowance

The above allowances will be paid in accordance with this Agreement and the Local Government Employees Award, except for the meal allowance which will be \$17.60.

- 31.2 The financial impact caused by the loss of all other allowances was taken into account when determining the 5.5% wage increase that was paid from 8 April 2012.

## **32. MIXED FUNCTIONS AND HIGHER DUTIES**

### **32.1 Mixed Functions**

- 32.1.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.
- 32.1.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period), then the employee will be reclassified to that level.
- 32.1.3 Periods of training, acting or relieving in a higher position, will accumulate in accordance with clauses 32.2.1 and 32.2.2 below, and will therefore not count towards the 600 hours accumulation.

### **32.2 Higher Duties**

- 32.2.1 Where an employee is predominantly engaged in training or relieving for regular short term absences such as sick leave, rostered days, long service leave, workers compensation, sickness and accident insurance and annual leave and such training and/or relief is a regular and constant feature of the employee's position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.



**APPENDIX 1****DEFINITIONS**

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|--|---|
| <b>AWARD</b>                             | <b>THE LOCAL GOVERNMENT EMPLOYEES AWARD.</b>  |
| <b>AGREEMENT</b>                         | <b>THIS CERTIFIED AGREEMENT</b>   |
| <b>CONSULTATION</b>                      | <b>A PROCESS, WHICH WILL HAVE REGARD TO EMPLOYEE'S INTERESTS IN THE FORMULATION OF PLANS, WHICH HAVE A DIRECT IMPACT ON THEM. IT PROVIDES EMPLOYEES WITH THE OPPORTUNITY TO HAVE THEIR VIEWPOINTS HEARD AND TAKEN INTO ACCOUNT PRIOR TO A DECISION BEING MADE. CONSULTATION ALLOWS FOR DECISIONS TO BE MADE GIVING DUE REGARD TO MATTERS RAISED BY EMPLOYEES, WITH ANY SIGNIFICANT ISSUES INVOLVING CHANGE BEING REFERRED TO THE CONSULTATIVE COMMITTEE</b> |
| <b>COUNCIL</b>                           | <b>THE CITY OF CHARLES STURT</b>  |
| <b>BEVERLEY CENTRE</b>                   | <b>PERSONS WORKING FOR THE OUTSIDE WORKFORCE AND WHO ARE AFFECTED BY THIS AGREEMENT</b>   |
| <b>EMPLOYEE</b>                          | <b>ANY EMPLOYEE WHO PERFORMS WORK COVERED BY THIS AGREEMENT AND THE AWARD</b>   |
| <b>KEY PERFORMANCE INDICATORS (KPIs)</b> | <b>REPRESENT A SET OF MEASURES FOCUSED ON ASPECTS OF ORGANISATIONAL OR BUSINESS UNIT PERFORMANCE THAT ARE MOST CRITICAL FOR THE CURRENT AND FUTURE SUCCESS OF THE ORGANISATION OR BUSINESS UNIT. THEY MUST GIVE QUANTIFIABLE INFORMATION FOR USE IN MONITORING THE PERFORMANCE OF THE FUNCTIONS AND PROGRAMS OF THE COUNCIL</b>   |
| <b>UNION</b>                             | <b>THE AUSTRALIAN WORKERS UNION (GREATER SOUTH AUSTRALIAN BRANCH)</b>   |
| <b>WORK GROUPS</b>                       | <b>CONSIST OF ONE OR MORE EMPLOYEES FOR WHICH WORK IS INDIVIDUALLY PROGRAMMED</b>   |

**APPENDIX 2: WAGE INCREASES**

| Municipal Employee Grade               | Level | Current Weekly Rate | First pay period after 08-02-14 | First pay period after 08-02-15 | First pay period after 08-02-16 |
|--|-------|---------------------|---------------------------------|---------------------------------|---------------------------------|
|  |       |                     | 3.0%                            | 3.0%                            | 3.0%                            |
| ME1                                    | 001   | \$865.40            | \$891.40                        | \$918.10                        | \$945.60                        |
| ME1                                    | 002   | \$875.60            | \$901.90                        | \$929.00                        | \$956.90                        |
| ME1                                    | 003   | \$885.50            | \$912.10                        | \$939.50                        | \$967.70                        |
| ME2                                    | 001   | \$897.70            | \$924.60                        | \$952.30                        | \$980.90                        |
| ME2                                    | 002   | \$907.70            | \$934.90                        | \$962.90                        | \$991.80                        |
| ME2                                    | 003   | \$917.60            | \$945.10                        | \$973.50                        | \$1,002.70                      |
| ME3                                    | 001   | \$930.40            | \$958.30                        | \$987.00                        | \$1,016.60                      |
| ME3                                    | 002   | \$940.50            | \$968.70                        | \$997.80                        | \$1,027.70                      |
| ME3                                    | 003   | \$950.40            | \$978.90                        | \$1,008.30                      | \$1,038.50                      |
| ME4                                    | 001   | \$969.70            | \$998.80                        | \$1,028.80                      | \$1,059.70                      |
| ME4                                    | 002   | \$980.00            | \$1,009.40                      | \$1,039.70                      | \$1,070.90                      |
| ME4                                    | 003   | \$990.10            | \$1,019.80                      | \$1,050.40                      | \$1,081.90                      |
| ME5                                    | 001   | \$996.90            | \$1,026.80                      | \$1,057.60                      | \$1,089.30                      |
| ME5                                    | 002   | \$1,007.00          | \$1,037.20                      | \$1,068.30                      | \$1,100.30                      |
| ME5                                    | 003   | \$1,017.20          | \$1,047.70                      | \$1,079.10                      | \$1,111.50                      |
| ME6                                    | 001   | \$1,020.10          | \$1,050.70                      | \$1,082.20                      | \$1,114.70                      |
| ME6                                    | 002   | \$1,030.20          | \$1,061.10                      | \$1,092.90                      | \$1,125.70                      |
| ME6                                    | 003   | \$1,040.40          | \$1,071.60                      | \$1,103.70                      | \$1,136.80                      |
| ME7                                    | 001   | \$1,043.30          | \$1,074.60                      | \$1,106.84                      | \$1,140.00                      |
| ME7                                    | 002   | \$1,053.20          | \$1,084.80                      | \$1,117.34                      | \$1,150.90                      |
| ME7                                    | 003   | \$1,063.30          | \$1,095.20                      | \$1,128.06                      | \$1,161.90                      |
| ME8                                    | 001   | \$1,064.50          | \$1,096.40                      | \$1,129.30                      | \$1,163.20                      |
| ME8                                    | 002   | \$1,074.70          | \$1,106.90                      | \$1,140.10                      | \$1,174.30                      |
| ME8                                    | 003   | \$1,084.80          | \$1,117.30                      | \$1,150.80                      | \$1,185.30                      |
| MWL                                    | 001   | \$1,186.70          | \$1,222.30                      | \$1,259.00                      | \$1,296.80                      |
| Availability Allowance (Clause 25.2.5) |       | \$345.50            | \$355.90                        | \$366.60                        | \$377.60                        |

All rates are inclusive of the disability allowance

